BALKAN
NO.
Date:

CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD sa sedištem u Zemunu Batajničkom drumu 3 deo 6a, matični broj: 29507031, PIB: 109874997, koga zastupa g.Chen Zhongzheng, po punomoćju od 31.12.2021. godine (*u daljem tekstu: Naručilac*)

i

RADOSLAV RADOVANOVIĆ PR AGENCIJA ZA INŽENJERSKE DELATNOSTI I TEHNIČKO SAVETOVANJE SMARTINS NOVI SAD, Novi Sad, Danila Kiša 40, MB: 66988015, PIB: 113665843 koga zastupa Radoslav Radovanović (u daljem tekstu: „Izvršilac")

(u daljem tekstu takođe pojedinačno označeni i kao „**Ugovorna strana**", a zajedno kao „**Ugovorne strane**")

Zaključuju dana 10. Januara 2023. godine sledeći

UGOVOR O PRUŽANJU USLUGA

S OBZIROM

Da je potpisan Komercijalni ugovor o modernizaciji i rekonstrukciji mađarsko-srpske železničke veze na području Republike Srbije, između Vlade Republike Srbije, Infrastruktura Železnica Srbije (***Investitor***) i Joint Venture China Railway International Co., Ltd. i China Communications Construction Company Ltd.,

Da su CHINA RAILWAY INTERNATIONAL CO., LTD. SERBIA OGRANAK BEOGRAD, i Izvođač zaključili Ugovor o podizvođenju radova (***Glavni ugovor***).

Da u skladu sa Glavnim ugovorom, Izvođač ima pravo da deo radova ustupi podizvođačima.

da Izvršilac ima iskustvo sa pružanjem usluga na sličnim projektima;
da Izvršilac ima zaposlene sa radnim i profesionalnim iskustvom i neophodnim licencama kojima se potvrđuje kompetentnost izvršioca pružanje usluga iz ovog Ugovora

CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD, with the registered seat in Zemunu Batajničkom drumu Street 3 deo 6a, registration no: 29507031, tax identification no: 109874997, represented by Mr. Chen Zhongzheng, by power of attorney dated December 31, 2021 (*hereinafter referred to as Client)*

and

RADOSLAV RADOVANOVIĆ PR AGENCIJA ZA INŽENJERSKE DELATNOSTI I TEHNIČKO SAVETOVANJE SMARTINS NOVI SAD, Novi Sad, Danila Kiša 40, reg. No. 66988015, TIN: 113665843 legaly represented by Radoslav Radovanović (hereinafter referred to as: „**Service provider**")

(hereinafter individually also referred to as: the "**Party**" and jointly referred to as: the "**Parties**")

reach on 10. January 2023. the following

SERVICES AGREEMENT

WHEREAS

the Commercial Contract on modernization and reconstruction of Hungarian-Serbian Railway connection in the territory of the Republic of Serbia, was entered by the Government of the Republic of Serbia, Infrastructure of Serbian Railways JSC (***Investor***) and Joint venture of China Railway International Co., Ltd. and China Communications Construction Company Ltd.

CHINA RAILWAY INTERNATIONAL CO., LTD. SERBIA OGRANAK BEOGRAD, and the Contractor concluded the Contract on subcontracting works (***Main Contract***).

In accordance with the Main Contract, the Contractor is entitled to subcontract part of the construction works.

that the Service provider has experience in providing services on similar projects;
that the Service provider has employees with work and professional experience and the necessary licenses which confirm the competence of the Service provider to provide

Nakon medjusobnih pregovora Ugovorne strane izrazile obostranu želju i zainteresovanost da uspostave poslovnu saradnju na način definisan ovim Ugovorom, uz uvažavanje poslovnih interesa svake od Ugovornih strana, poštovanje principa savesnosti i poštenja i obavezu postupanja u skladu sa standardom dobrog privrednika.

S toga, Ugovorne strane su se sporazumele kako sledi

Predmet Ugovora

Član 1

Predmet ovog Ugovora je angažovanje Izvršioca za poslove sledeće poslove

da po ovlašćenju i za račun Naručioca, vrši vođenje stručnog nadzora nad izvođenjem radova na izmeštanju i zaštiti elektroenergetske mreže i postavljanju rasvete, na trasi deonice pruge Novi Sad - Subotica - državna granica (Kelebija), u Novom Sadu, Kisaču, Stepanovićevu, Zmajevu, Vrbasu i Lovćencu.

Pružanje usluga administrativne podrške, logistike i organizacije tokom izvodjenja radova na izmeštanju i zaštiti elektroenergetske mreže na trasi deonice pruge Novi Sad - Subotica - državna granica (Kelebija), u Novom Sadu, Kisaču, Stepanovićevu, Zmajevu, Vrbasu i Lovćencu.

Obaveze Izvršioca

Član 2

Izvršilac je dužan da posao obavlja u interesu Naručioca i da prilikom obavljanja poslova štiti interese Naručioca, obezbedjujući primenu pravnih i tehničkih normi koje važe za izgradnju takvih objekata kao i internih akata i naloga Naručioca.

Izvršilac se obavezuje da u toku gradnje:

- vrši interni nadzor nad radovima koje podizvodjač radova preduzima. Interni

services from this Agreement

After mutual negotiations, the Parties have expressed their mutual desire and interest to establish business cooperation in the manner defined by this Agreement, taking into account the business interests of each of the Parties, respecting the principle of good faith and the duty to act in accordance with the standard of a good businessman.

Therefore, the Parties agree as follows

Subject of this Agreement

Article 1

The subject of this Agreement is the engagement of the Service provider for the following services:

that, upon authorization and for the account of the Client, conduct expert supervision over the performance of works on the relocation and protection of the electric network and installation of lighting, on the route of the Novi Sad - Subotica - state border (Kelebija) railway section, in Novi Sad, Kisač, Stepanovićevo, Zmajevo, Vrbas and Lovćenac.

Provision of administrative support, logistics and organization services during the performance of works on the relocation and protection of the electric network and installation of lighting on the route of the Novi Sad - Subotica - state border (Kelebija) railway section, in Novi Sad, Kisač, Stepanovićevo, Zmajevo, Vrbas and Lovćenac.

Obligations of the Service provider

Article 2

The Service provider is obliged to perform the work in the interest of the Client and to protect the interests of the Client while performing the tasks ensuring the application of legal and technical standards applicable to the construction of such facilities, as well as internal acts and orders of the Client.

The Service provider undertakes to:

- internally supervise the works that the subcontractor undertakes. The internal

nadzor od strane Izvršioca se neće smatrati Stručnim nadzorom u smislu Zakona o planiranju i izgradnji.
- proverava da li podizvodjač radova izvodi radove u skladu sa gradjevinskom dozvolom, odnosno prema projektu za izvodjenje i u skladu sa Ugovorom o izvodjenju radova i pravilima struke,
- proverava vrstu i količinu izvedenih radova,,
- kontroliše privremene i okončanu situaciju,
- upisuje primedbe i zaključke u gradjevinski dnevnik, kao i uputstva i naloge podizvodjaču radova,
- proverava gradjevinsku knjigu,
- nadzire dinamiku izvodjenja radova i daje uputstva podizvodjaču radova,
- rešava druga pitanja koja se pojave u toku izvodjenja radova, u svemu prema odredbama Zakona o planiranju i izgradnji i odgovarajućih pravilnika.

supervision by the Service provider shall not be considered as expert supervision in accordance with the Law on planning and construction
- check that the subcontractor performs works in accordance with the building permit, that is, according to the project for execution and in accordance with the Contract on the execution of works and rules of the profession,
- check the type and amount of work performed,
- control interim payment certificate and final payment certificate ,
- record note and conclusions in the construction log as instructions and orders to the subcontractor,
- check the construction book,
- supervise the dynamics of the works and give instructions to the subcontractor,
- resolve other issues that arise during the execution of works, in all respects according to the provisions of the Law on Planning and Construction and relevant regulations.

Izvršilac se obavezuje da će poslove iz člana 2. ovog Ugovora obavljati u potpunosti prema pravilima profesije, stručno i kvalitetno, u skladu sa pozitivnim propisima, odnosno odredbama Zakona o planiranju i izgradnji, Pravilnikom o načinu i postupku vršenja stručnog nadzora u toku gradjenja objekta i Pravilnika o sadržini i načinu vodjenja knjige inspekcije i gradjevinskog dnevnika. i drugih odgovarajucih zakonskih i podzakonskih akata.

The Service provider undertakes to perform the tasks referred to in Article 2 of this Contract in full accordance with the rules of the profession, professionally and qualitatively, in accordance with the positive regulations, i.e. provisions of the Law on Planning and Construction, the Rulebook on the manner and procedure of performing professional supervision during the construction of the facility and Ordinance on the content and manner of keeping the inspection book and construction log and other relevant laws and by laws.

Izvršilac se obavezuje da uputi svog predstavnika, u kancelariju ili na gradilište Naručioca, tokom celog trajanja ugovora.

The Service provider undertakes to appoint his representative, to the office or the construction site of the Client for the entire duration of the contract

Obaveze Naručioca

Član 3

Naručilac se obavezuje da u svrhu realizacije ovog

Obligations of the Client

Article 3

Client undertakes to submit to the Service

ugovora dostavi Izvršiocu svu neophodnu projektnu dokumetaciju kao i ugovore sa odabranim podizvodjačima.

Provider all necessary project documentation as well as contracts with selected subcontractors for the purpose of realization of this Agreement.

Trajanje i prestanak Ugovora

Duration and termination

Član 4

Ovaj Ugovor se primenjuje počev od 10. Januara 2023. godine.
Ovaj Ugovor se zaključuje na period od 6 meseci a nakon toga se može automatski produžiti na duži period uz sklapanje Aneksa ugovora uz saglasnost obe strane.

Article 4

This Agreement shall take effect as of 10. January 2023.
This Agreement is concluded for period of 6 months and after that it can be automatically extended for a longer period with the conclusion of the Annex to the contract with the consent of both parties.

Član 5

Ugovorne strane mogu raskinuti ovaj Ugovor sporazumno, zaključenjem sporazuma o raskidu Ugovora u pisanoj formi.

Svaka od Ugovornih strana može raskinuti ovaj Ugovor i pre isteka perioda na koji je Ugovor zaključen slanjem pisanog obaveštenja o raskidu Ugovora drugoj Ugovornoj strani, uz otkazni rok od 30 (trideset) dana.

Article 5

The Parties may terminate this Agreement by executing the agreement on termination of this Agreement in writing.

Each Party may terminate this Agreement prior to the expiry of the term for which the Agreement has been entered by sending a 30 (thirty) days written notice to the other Party.

Naknada

Compensation

Član 6

Pružalac usluge ima pravo na ugovor o jediničnoj ceni i cena je 130 evra/lokaciji bez PDV-a, za radove iz člana 1.

Naručilac se obavezuje da nakandu plati na račun Izvršioca broj 265-2050310002243-16, Banka Raiffeisen Banka i to:

- po ispostavljenim overenim mesečnim računima.

Article 6

The Service provider has the right to a unit price contract and price is 150 Euro/Location excluding VAT, for the works referred to in Article 1.

The Client undertakes to pay the compensation to the account of the Service provider, : 265-2050310002243-16, Bank Raiffeisen Bank as follows:

- according to the approved monthly invoices.

U cenu su uračunati troškovi obilaska gradilista. Naručilac neće snositi troškove prevoza koje će Izvršilac imati za dolazak na gradilište u skladu sa članom 2 ovog Ugovora.

The cost includes a site visit. The Client shall not bear the Service provider's transportation fee for visiting the construction site from the Article 2 of this Agreement.

Viša sila

Član 7

U slučaju više sile, ugovorne strane se oslobadjaju od odgovornosti za neizvršene obaveze.

Slučajem više sile smatraju se dogadjaji i okolnosti koje ometaju, sprečavaju ili onemogućavaju vršenje ugovornih obaveza, a po svojoj prirodi su takve da na njih ugovorne strane ne mogu da utiču kako bi njihovo dejstvo otklonili, umanjili ili sprečili. Kao slučajevi više sile smatraju se i okolnosti i dogadaji, koje kao takve prizna i proglasi nadležni sud.

Force majeure

Article 7

In the case of force majeure, the Parties shall be released from liability for default.

Force majeure is considered to be events and circumstances that interfere with, prevent or prevent the performance of contractual obligations, and by their nature are such that they cannot be influenced by the parties to eliminate, reduce or prevent them. Circumstances and events are recognized as cases of force majeure, which are recognized as such by a court having jurisdiction under Article 17 of this Treaty.
At the request of the Party, which is not affected by force majeure, the endangered party is obliged to present to it adequate evidence of the existence, type and extent of force majeure.

Poverljivost informacija

Član 8.

Ugovorne strane će čuvati kao poverljive sve Informacije pribavljene prilikom pregovora za zaključenje ovog Ugovora, zaključenja ovog Ugovora, kao i prilikom realizacije prava i izvršavanja obaveza predvidenih ovim Ugovorom.

Ako u toku trajanja ovog Ugovora dode do razmene poslovne, tehničke ili druge relevantne dokumentacije, obe Ugovorne strane su obavezne da sa poverenom dokumentacijom postupaju sa pažnjom dobrog privrednika, uz obavezu uzajamnog čuvanja poslovne tajne.

Obaveza čuvanja poverljivih informacija iz stava 1. i 2. ovog člana ne odnosi se na informacije koje se smatraju javno dostupnim informacijama u skladu sa propisima Republike Srbije.

Ugovorne strane su saglasne da obaveza čuvanja

Confidentiality

Article 8

The Parties shall keep confidential all information obtained during negotiations for the execution of this Agreement, while entering into this Agreement, as well as during the exercise of rights and fulfillment of obligations determined by this Agreement.

In case the Parties exchange business, technical and other relevant documents in the course of this Agreement, the Parties shall manage the entrusted documents in accordance with the standard of a good businessman, and with the mutual obligation of confidentiality.

The obligation to keep confidential all information referred to in the paragraphs 1 and 2 of this Article does not include the information considered as publicly available information in accordance with the regulations of the Republic of Serbia.

The Parties agree that the obligation to keep

poverljivih informacija važi u periodu od 10 (deset) godina od dana zaključenja ovog Ugovora.

confidential information will be valid during the period of 10 (ten) years from the date of entering into this Agreement.

U slučaju povrede obaveze čuvanja poverljivih informacija, Ugovorna strana je dužna da drugoj Ugovornoj stran. nadoknadi štetu prouzrokovanu povredom pomenute obaveze.

In case of failure to keep confidential information, the Party is obliged to compensate the other Party for the damages caused by violation of confidentiality.

Završne odredbe

Final provisions

Član 9.

Merodavno pravo za tumačenje i primenu odredaba ovog Ugovora je pravo Republike Srbije.

Article 9

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Serbia.

Na sva pitanja koja nisu izričito regulisana ovim Ugovorom primenjivaće se odredbe Zakona o obligacionim odnosima i drugih pozitivnopravnih propisa Republike Srbije.

All matters not governed by this Agreement shall be governed by the provisions of the Law on Contracts and Torts and other applicable regulations of the Republic of Serbia.

Član 10.

Nepunovažnost jedne ili više odredaba ovog Ugovora neće uticati na punovažnost ostalih odredaba i samog Ugovora.

Article 10

Invalidnes of one or more provisions of this Agreement shall in no manner affect the validness of other provisions and the entire Agreement.

Član 11.

Svi amandmani na ovaj Ugovor važe samo ako se obe strane dogovore u pisanoj formi.

Article 11

All amendments to this Agreement shall be valid only if agreed by both parties and made in writing.

Član 12.

Sporove koji nastanu u vezi sa primenom i tumačenjem odredaba ovog Ugovora Ugovornestrane će nastojati da reše sporazumno.

Article 12

All disputes relating the implementation and interpretation of the provisions of this Agreement the Parties shall intend to resolve amicably.

U slučaju da Ugovorne strane ne uspeju da svoje sporove reše mirnim putem, Ugovorne strane će svoje sporove rešavati pred Privrednim sudom u Beogradu.

In case the Parties fail to resolve their disputes amicably, the Parties shall resolve their disputes before the Commercial Court in Belgrade.

Član 13.

Ovaj Ugovor sačinjen je u 4 (četiri) identična dvojezična primerka, na srpskom i engleskom jeziku, od kojih svaka od Ugovornih strana zadržava po 2 (dva) primerka.

Article 13

This Agreement has been made in 4 (four) identical bilingual counterparts, in Serbian and English language, out of which each Party shall retain 2 (two) counterparts.

U slučaju nesaglasnosti teksta ovog Ugovora na srpskom i engleskom jeziku, tekst Ugovora na engleskom jeziku će imati prednost u tumačenju.

In case of a discrepancy between the Serbian and English version of this Agreement, the English language version shall prevail.

Član 14.

Stavljanjem potpisa na ovaj Ugovor Ugovorne strane potvrduju da je ovaj Ugovor izraz njihove stvarne volje i prihvataju prava i obaveze nastale iz njega danom zaključenja Ugovora.

Article 14

In witness whereof, each of the Parties has caused this Agreement to be duly executed and delivered as of the day and year of the execution of the Agreement.

Naručilac / Client

Xue Hongxi

Po punomoćju od 31.12.2021 / by authority representative dated December 31st, 2021

Izvršilac/ Service provider

Radoslav Radovanović